

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter the “MOU”) is being entered into by and between the United Teachers of Lowell, Local 495, American Federation of Teachers, AFT Massachusetts, American Federation of Labor-Congress of Industrial Organizations (collectively referred as the “UNION”) and the Lowell School Committee (hereinafter the “EMPLOYER”) to outline changes in working conditions related to the school reopening plan for the School Year 2020-21 due to the COVID-19 pandemic.

RECITALS

- A. On March 10, 2020, the Governor of the Commonwealth of Massachusetts declared a state of emergency due to growing public health concerns related to the Coronavirus COVID-19 outbreak requiring changes to the classroom and how education is delivered to students.
- B. The UNION and the EMPLOYER met and negotiated over changes to working conditions which resulted from the COVID-19 outbreak’s impact on the community and on the delivery of education.

AGREEMENT

In consideration of mutual promises and covenants set forth herein, the Parties, subject to ratification, hereto agree as follows, for the Teacher and Paraprofessional bargaining units:

1. **TERM OF AGREEMENT.** This Agreement covers the time period of August 31, 2020 to its expiration on December 1, 2020, with the exception of Paragraphs 1-3, 5, 6, 8b, 9b, 10-22, 23a, 23c, 23d, 24-48. Paragraphs 4, 7, 8a, 9a, and 23b expire on December 1, 2020 unless extended in writing by the Parties.

If it is determined by the School Committee, after consideration of public health metrics and relevant DESE guidance, that in-person seats should be expanded beyond the initial 25% set in this initial agreement on or after December 2, 2020, such shall be negotiated prior to December 2, 2020 or by when the change occurs, whichever is later, to the extent required by law; however, paragraphs 1-3, 5, 6, 8b, 9b, 10-22, 23a, 23c, 23d, 24-28, 30-48 will continue to apply from December 2, 2020 until June 30, 2020 as they are applicable whether on-campus seats increase or decrease.

At the conclusion of the 2020-21, it is agreed that all staff will be returned to the position, grade and school they were in during SY 2019-20. It is acknowledged that the EMPLOYER still reserves their rights in regard to employee discipline processes under the law.

2. **STUDENT YEAR.** The EMPLOYER shall adjust the student year to 170 days in accordance with the Department of Elementary and Secondary (DESE) guidance so that the EMPLOYER can provide necessary professional development, common planning time, and safety training. September 17, 2020 is the first day of school for students in the 2020-2021 work year, but bargaining unit employees shall report to work on August 31, 2020 for 11 days of professional development.
3. **PROFESSIONAL DEVELOPMENT.** During the professional development period prior to the arrival of students, the EMPLOYER shall dedicate time to review safety protocols, guidelines, and expectations. The EMPLOYER shall dedicate time to providing professional development/training related to the utilization and implementation of curriculum and the purchased LMS system. All professional development shall be conducted remotely. Teachers shall have the option to come into their schools on a volunteer basis during this 11 day professional development period.
4. **TEACHING MODEL ASSIGNMENT.** Teachers will have either an in-person teaching position or a remote-teaching position but not both unless there is written consent by the UNION which shall not be unreasonably denied.
5. **CONTINUED APPLICABILITY OF CBA.** The provisions of the current CBA will apply to both in-person and remote assigned teachers, unless agreed otherwise within this agreement, including but not limited to length of workday and meeting requirements.
6. **CURRICULUM.** The EMPLOYER will purchase curriculum through the Florida Virtual School (FLVS) for grades K-12 with the following stipulations:
 - a. FLVS is to be utilized as a tool/resource for teachers. Teachers can create and use their own instructional materials to supplement FLVS curriculum, if they elect to do so. The curriculum delivered by the teachers shall be in compliance with Massachusetts State Standards and the LPSD Curriculum Map.
 - b. Teachers whose courses are not included in the curriculum that is provided by FLVS, for example, French 3, may create their own curriculum, and these courses will be offered to students in remote learning and taught by the respective teachers.
 - c. The role of the remote/virtual teacher is the same as that of a teacher in face-to-face instruction.

7. INITIAL STAFFING. Instruction for students will begin on September 17, 2020, with remote instruction as the default for teachers. LPS will create in-person seats for up to 25% of the LPS student population from SY2019-2020 which families can opt into, with priority given to special education students, English learners, and other high-need student populations.
 - a. TEACHERS. All in-person teaching positions shall be filled on a voluntary, opt-in basis. Teachers shall be allowed to make their decisions on their own, free from any administrative pressure or coercion. As in-person positions are posted for each school, preference will be given to teachers already in the school, but teachers can apply for and be considered for positions in other schools. If teachers accept in-person positions in a different school, they will return to their original school at the start of the 2021-22 school year. If there are not enough applicants for in-person vacancies, the district may hire long-term substitutes for open positions or post positions externally.
 - b. PARAPROFESSIONALS. Paraprofessional positions will be “in-person” except under the following circumstances: 1) paraprofessionals have medical justification for a remote only assignment in accordance with paragraph 23a; 2) It is determined by LPS that additional paraprofessional are needed to support remote learning; and/or 3) a school or the entire district shifts to full-remote learning.
 - c. PARAPROFESSIONAL DIFFERENTIALS. Paraprofessionals who serve as substitute teachers will be compensated pursuant to the contract. Additionally, Paraprofessionals who serve in split classroom roles with a teacher, who are in a classroom with students who are streaming remote teaching or are otherwise assigned to be the only adult physically in a classroom with students will also receive the contractual substitute teacher pay. Paraprofessionals who report for on-campus duties, but who are not working in a capacity to earn the substitute rate of pay as outlined above, will receive an additional \$25/day up to and including October 31, as a transportation bonus, as compensation for additional duties called for in the revised job description.
 - d. The parties have negotiated changes to the paraprofessional job description for SY2020-2021. It is attached to and part of this agreement as Appendix A.
 - e. No teachers or paraprofessionals will be laid off to start the school year.
8. SIZE OF IN-PERSON AND REMOTE CLASSES. a) Classroom sizes for in-person slots shall be set based on 6-feet of social distancing applied to the assigned classroom’s square footage. b) The parties understand that a split classroom model may be utilized by the school district. Under this model, no more than two rooms shall be utilized, and the total number of students shall not exceed the average class size for the grade level from the

2019/20 school year. Class size for grades K-4 teachers who are teaching remotely should be limited to no more than thirty (30) students. Class size for grades 5-12 teachers who are teaching remotely should be limited to no more than thirty-five (35) students. All reasonable attempts will be made by LPS to abide by these caps. If the caps are exceeded, LPS will notify the UTL, and the parties shall work to resolve the issue in a timely manner. Paraprofessionals may be utilized in remote learning settings, consistent with their job description, to help reduce the adult-to-student ratio and to maximize student engagement but should not be used as a justification to increase class sizes beyond the mutually desired caps of 30 and 35. If more students and staff are shifted to remote learning/teaching than originally planned for, every effort will be made by LPS to make class sizes equitable for teachers and paraprofessionals who are teaching remotely while minimizing disruption to the academic learning of students. This may necessitate moving some students from over-enrolled classes into under-enrolled classes to achieve better class-size balance for students and staff. The parties agree to address these issues as they arise.

9. REMOTE TEACHING. a) Any remote work for teachers and paraprofessionals shall be done off campus (e.g. at home or another professionally suitable location); b) Teachers assigned to remote teaching positions will work on connections with students on a daily basis during the work week following their assigned course/class schedule. The parties agree that these connections include both synchronous and asynchronous instruction. Such synchronous instructional time may include whole class instruction, small group instructions and /or individual instruction. The parties shall continue to meet to discuss and resolve implementation concerns.
10. HOURS OF WORK FOR REMOTE TEACHERS. The current work rules in the CBA, including the hours of the school day, shall be followed by remote employees. However, teacher and student screen time will be determined by grade level teams consistent with recommendations mutually agreed to by LPS and the UTL for what is appropriate for students' ages and consistent with any DESE guidance on this topic. Teachers will still be compensated, per the CBA, for training after school hours.
11. COMMUNICATION WITH STUDENTS AND PARENTS. Teachers will also continue to regularly correspond with students/parents during the school day through an appropriate communication mode. Teachers will also ensure that all student and parent inquiries are answered in a reasonable timeframe and during school hours. Paraprofessionals may assist teachers in reaching out to parents and students.
12. STAFF MEALS. All staff will still get a paid duty-free meal break, whether working from home or in-person.
13. GRADE BOOKS AND STUDENT RECORDS. Teachers will ensure that grade books and student records are current as to correctly document credits and/or grades for advancement to the next grade level and/or graduation. Teachers will also complete remote

assessments which are required by remote learning, including but not limited to reading assessments.

14. BELL SCHEDULE. Instruction will operate as close to the bell schedule as is practical.
15. OPENING AND DISMISSAL. The EMPLOYER shall assign different entry/exit doors to students to prevent bottleneck and overcrowding.
16. TEACHER AUTONOMY. Teachers may create lessons with resources of their choice as long as they are in compliance with the Massachusetts State Standards and the LPSD Curriculum Map.
17. INTELLECTUAL PROPERTY. Any content created (video or written material) by bargaining unit employees shall not be shared outside of the school department, distributed, or sold without the express written consent of the employee.
18. WORK-FROM-HOME TECHNOLOGY. The EMPLOYER shall attempt provide reasonable access to technology to all employees after consideration of the budget. Teachers will be allowed to use their LPS issued in-class technology at home, when it would be in support of their instruction to students. This includes, but is not limited to their school issued laptop, portable printer, and document camera. Teachers will be responsible for returning them back to school at the end of remote learning.
19. MEETINGS. The EMPLOYER shall conduct all staff meetings, assemblies, and/or common planning time sessions virtually (zoom, etc.) during the school day. The EMPLOYER recognizes that these meetings shall be held in accordance with the CBA. All special education meetings including IEP, 504, and TAT meetings shall be held remotely and during the school day.
20. CO-CURRICULAR ACTIVITIES. The parties agree to meet and negotiate safe conditions in the event that co-curricular activities resume. If co-curricular activities resume, stipends for advisors and coaches will be paid on a pro-rata basis for days worked in relation to a typical season.
21. SPECIAL EDUCATION. The Employer and Union will discuss specifics regarding Special Education, but such education shall resume on September 17, 2020.
22. EVALUATIONS. For teachers, evaluators shall consider the special circumstances related to the COVID-19 pandemic, including, but not limited to, teaching outside one's area of certification, adjusting to the challenges of remote teaching, larger than usual class size, and extended absences related to the pandemic.

23. VULNERABLE EMPLOYEES.

- a. All Teachers and Paraprofessionals, who are in the highest tier of risk under the published CDC guidelines (e.g., due to being 75 years old or older, or due to the underlying conditions below) shall be provided work-from-home assignments upon request. In order to qualify for remote work under this section, the employee must submit a certification from his/her physician (or his/her household member's physician) specifying such specific qualifying condition as defined by the CDC, or if the employee is pregnant. Currently, these qualifying conditions are: cancer, chronic kidney disease, COPD, Immunocompromised state from solid organ transplant, obesity with BMI of 30 or higher, Serious Heart Conditions such as heart failure, coronary artery disease, or cardiomyopathies, sickle cell disease, or Type 2 diabetes mellitus. The Parties acknowledge that this list may be amended by the CDC.
- b. All Teachers and Paraprofessionals with household members, who are in the highest tier of risk under the published CDC guidelines (e.g., due to being 75 years old or older, or due to the underlying conditions below) shall be provided work-from-home assignments upon request. In order to qualify for remote work under this section, the employee must submit a certification from his/her physician (or his/her household member's physician) specifying such specific qualifying condition as defined by the CDC, or if the employee is pregnant. Currently, these qualifying conditions are: cancer, chronic kidney disease, COPD, Immunocompromised state from solid organ transplant, obesity with BMI of 30 or higher, Serious Heart Conditions such as heart failure, coronary artery disease, or cardiomyopathies, sickle cell disease, or Type 2 diabetes mellitus. The Parties acknowledge that this list may be amended by the CDC.
- c. Teachers and Paraprofessionals who have a health condition that is in the second tier of risk as defined by the CDC or who have a household member who falls in the second tier of risk, shall be considered for a remote working assignment, to the extent that they are available, after priority has been given to those employees with qualifying highest tier medical condition. In order to be considered for remote work under this section, the employee must submit a certification from his/her physician (or household member's physician) specifying the specific condition that is in the second tier of risk category as defined by the CDC. Such assignments will be granted sparingly at the discretion of the employer.
- d. Employees may need to be assigned to another school if they are assigned to remote work, including, but not limited to, situations where a 1:1 has a remote assignment but the student attends school in person. In these cases, a paraprofessional may need to serve in another paraprofessional capacity in her or his school, or in another school.

24. **EMPLOYEES WITH CHILDCARE CONFLICTS.** Teachers and paraprofessionals who have child care conflicts will be considered for remote positions, to the extent they are available, after priority has been given to those employees with qualifying medical conditions as listed in paragraph 23. Such assignments will be granted sparingly at the discretion of the employer. The employee may take leave, as allowed under the law, and may use accumulated sick time to supplement their pay during this leave.

25. **NURSING PARENTS.** The EMPLOYER shall provide dedicated time and space that is private for nursing parents in need.

26. **SOCIAL DISTANCING.**

- a. All employees and students are expected to adhere to six foot social distancing requirements. In the event of social distancing noncompliance, building management shall be solely responsible for remedying violations immediately.
- b. The EMPLOYER may assign different entry doors to bargaining unit employees to minimize contact across workers and reduce congestion at entry points.
- c. The EMPLOYER shall assign office equipment and technology, such as pens and staplers, to bargaining unit employees to limit cross contamination.
- d. The EMPLOYER may limit areas of the building or assign restrooms to employees to limit overcrowding.

27. **HYGIENE AND CLEANING PROTOCOLS.**

- a. The EMPLOYER shall ensure access to handwashing facilities on site, including soap and running hot water, and encourage frequent handwashing and use of alcohol-based hand sanitizers and pumps shall be placed in all classrooms.
- b. The EMPLOYER shall post visible signage throughout the site to remind workers of hygiene and safety protocols.
- c. Bargaining unit employees shall not be expected to clean or disinfect in any capacity, except if it is within their normal work duties.
- d. In the event of a positive case of anyone in a school building, the EMPLOYER shall follow the law, and DESE And Lowell Health Department protocols. The workplace will be deep cleaned and disinfected in accordance with current CDC guidance. Unit employees shall be held harmless during any shutdown. During any school shutdown, in person instruction will be converted to remote instruction.
- e. The EMPLOYER shall keep and post cleaning logs of all bathrooms and commonly

used areas.

- f. The parties will continue to meet and discuss health, safety, and cleaning concerns that may arise.

- 28. **STAFF CROSS CONTAMINATION.** All staff (including but not limited to paraprofessionals, specialists, crisis teams, and special education employees) shall be given assignments to prevent cross contamination. This includes reviewing modifying assignments that would normally require employees to go into multiple classrooms and/or buildings.
- 29. **WORKING WINDOWS.** Bargaining unit employees shall only be assigned to classrooms that have an operational window and an air purifier. If a bug screen is not emplaced, the Employee shall report that to Facilities, who will work to emplace a bug screen within a reasonable period of time. On or after December 2, 2020, if on-campus seats are expanded beyond the initial 25%, interior classrooms may be used if the classroom has an air purifier, or if the CDC changes its recommendations on the use of air purifiers for “Community, Work, and School.”
- 30. **SELF-SCREENING.** Bargaining unit employees shall be responsible for self-screening and reporting whether they have COVID-19 symptoms to the human resources department. Employees shall not come into work if exhibiting COVID symptoms. The employees and the District shall follow DESE guidance for getting tested, quarantining, and returning to work. Employees may be able to work from home during these circumstances, use accumulated sick leave, or use other paid time off, to the extent allowable under the law.
- 31. **STAFF WHO TEST POSITIVE FOR COVID-19.** The District will follow DESE guidance and the law in regard to infections and quarantining. Bargaining unit employees who test positive for COVID-19 shall self-isolate in accordance with DESE guidance and local Health Department protocols and shall only return to work after satisfying the conditions established by DESE and the Lowell Health Department. Employees who test positive for COVID-19 shall report that information to LPS Human Resources and are encouraged to assist the local Health Department in contact tracing. Bargaining unit employees who test positive shall be placed on a paid leave of absence through the duration of their quarantine or their illness, whichever is longer. Bargaining unit employees are encouraged to work from home during these circumstances, if they are able. The District shall provide notifications, consistent with the law, to school staff and the UTL if there is a positive Covid-19 case in a school building.
- 32. **STAFF WHO ARE POTENTIALLY EXPOSED TO COVID POSITIVE INDIVIDUALS.** The District will follow DESE and Health Department guidance regarding individuals identified as close contacts of a COVID-positive individual. If an employee identified as a close contact subsequently tests positive for COVID-19, the language in paragraph 31 shall apply. Employees identified as close contacts who must quarantine according to the

Health Department shall be given a work-from-home assignment during the quarantine period if: 1) such an assignment is feasible; AND 2) the bargaining unit member is feeling well enough to work. If a work-from-home assignment is not feasible or if a bargaining unit member is too sick to work from home, the employee shall be placed on paid administrative leave through the quarantine period or illness, whichever is longer. If a bargaining unit member is recommended by their doctor to quarantine but not the Health Department, they are allowed to quarantine but they will need to use accumulated sick leave to receive pay during the quarantine, or use other paid time off, to the extent allowed under the law.

33. **PANDEMIC METRICS TO CANCEL IN-PERSON LEARNING.** The superintendent will make decisions to close in-person learning entirely, district-wide, after consideration of DESE guidance published on September 14, 2020 on how to review the Department of Public Health's Weekly Covid-19 Health Report, and after consultation with the Health Department. The parties acknowledge that this guidance from DESE may change and the Superintendent will consider any new guidance in making such decisions.
34. **NO HARM.** If bargaining unit employees are not required to work their full schedule, they shall suffer no economic harm during this period.
35. **PERSONAL PROTECTIVE EQUIPMENT.** The EMPLOYER shall provide at no cost to bargaining unit employees all personal protective equipment and safety precautions including but not limited to high quality masks, one clear face shields, other protective equipment to assist with special education populations, alcohol based hand sanitizer, disinfectant wipes, gloves, and hand soap. The parties will continue to work together to identify where sneeze guards/plexiglass might be necessary, such as in high traffic areas or where students and employees might need to be in close proximity.
36. **FACE MASKS.** Face masks are required by all employees and all students at all times except during specially designated mask breaks, including meal breaks. The parties will negotiate the protocols for mask and meal breaks. In the event of face mask noncompliance, after reasonable interventions from classroom teachers, administrators will follow protocols in enforcing appropriate mask guidelines.
37. **JOINT LABOR-MANAGEMENT COVID-19 HEALTH AND SAFETY COMMITTEE.** The parties are committed to creating the safest possible work and learning conditions for students and staff. Toward that end, the parties agree to immediately establish a joint labor-management COVID-19 Health and Safety Committee, which shall be comprised of no less than three (3) and no more than five (5) UTL members selected by the UTL president and no less than three (3) and no more than five (5) LPS employees selected by the Superintendent. The committee shall meet weekly to assess health and safety conditions and address other concerns or issues, including but not limited to reviewing and assessing public health data, accessibility of COVID-19 testing, building/classroom inspections, indoor air quality and circulation, student/staff

access to PPE, and compliance with health and safety protocols (e.g., mask wearing, movement through the buildings, etc.). Employees with workplace health and safety concerns are encouraged to bring their concerns to the attention of the committee for discussion.

38. **FILLING OF VACANCIES.** In the event the EMPLOYER does not fill a vacancy that they otherwise would, the UNION does not waive any rights or privileges to bargain the impact once the emergency coronavirus working conditions terminate.
39. **NO OUTSOURCING.** The EMPLOYER shall not outsource or subcontract any bargaining unit work. Paraprofessionals shall not be used to reduce the number of teaching positions that would have existed under normal circumstances.
40. **VOLUNTARY LEAVE OF ABSENCE.** Teachers and Paraprofessionals may opt to take an unpaid leave of absence for the remainder of the school year up until September 16, 2020. After the first quarter, Teachers and Paraprofessional may again opt to take an unpaid leave of absence for the remainder of the school year and the employee shall retain all employment rights and privileges for SY 2021-22 and will be returned to their position from the end of SY2019-20. For these employees, the District will give the employee the opportunity to return before the end of the school year, if a position becomes available for which the employee is qualified. If an employee has a qualifying medical condition in accordance with paragraph 23a and elects to take a voluntary leave of absence because there are no remote positions available, they may use their accumulated sick time.
41. **STAFFING.** The EMPLOYER shall provide adequate staffing to meet the educational and safety needs of all students and staff. Additional staffing includes but not limited to:
 - a. Properly Covid-19 trained custodians;
 - b. Special educator staff to meet the demands of IEP testing.
42. **WORK LIFE BALANCE.** As a result of the global coronavirus pandemic, workers have been digitally connected to the workplace without limitation. It is unreasonable to expect staff to continue to provide that unprecedented level of remote access. As such, the EMPLOYER shall support educators by limiting management communication (email, phone calls, text messages, etc.) to only during the work day. The EMPLOYER shall not require bargaining unit employees to respond to parent communications except during the normal workday.
43. **ENFORCEABILITY.** This agreement and the terms and conditions found herein can be enforced through the parties' grievance and arbitration procedures outlined in the collective bargaining agreement.
44. **REMOTE LEARNING SUBCOMMITTEE.** The parties shall form a joint

labor/management committee to discuss improvements to remote learning and its working conditions.

45. STATE TRAVEL RULES. Employees who travel out of state shall adhere to any COVID-related travel rules established by the State. Employees are encouraged to avoid leisure travel that would require a quarantine. If employees travel to restricted states for leisure purposes, they shall assume responsibility for any quarantining that results from the trip and would not be eligible for paid administrative leave during the quarantine period, unless allowable under the law, but could use accumulated sick leave.
46. NO PRACTICE OR PRECEDENT. Except where otherwise noted, this agreement shall neither establish a practice nor set a precedent to any modified working condition herein. Furthermore, during the term of this agreement, there shall be no other changes to working conditions, policies, rules, and/or benefits.
47. SAVINGS CLAUSE. If any Article, section or provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, section or provision should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
48. TERM. This agreement shall be effective upon execution through and including December 1, 2020, with the exceptions of paragraphs 1-3, 5, 6, 8b, 9b, 10-22, 23a, 23c, 23d, 24-48, which shall be in effect until June 30, 2021. If guidance is amended by DESE or there are regulatory changes by the Commonwealth of Massachusetts, the parties agree to meet and negotiate any changes to this agreement. This agreement may be extended beyond June 30, 2021 by mutual agreement of the parties in writing.

Signed in the City of Lowell on this ____ day of _____, 2020.

LOWELL SCHOOL COMMITTEE,

UNITED TEACHERS OF LOWELL,
LOCAL 495, AMERICAN
FEDERATION OF TEACHERS,
AFT MASSACHUSETTS,

Joel D. Boyd, Ed.D., Superintendent
As authorized by vote of the
Lowell School Committee

Paul Georges, President